



PUBLIC WORKS COMMITTEE

AGENDA

REVISED

June 28, 2022 – 5 PM | Council Chambers, City Hall.

- 1. Call meeting to order**
- 2. Approval of Minutes**
 - a. May 24, 2022
- 3. Public Comment** - Limit to three minutes per person
- 4. Old Business**
 - a. Citywide Sidewalk Repair – Jordan
 - b. Street Maintenance Resolution - Jordan
- 5. New Business**
 - a. Striping Business District - Jordan
 - b. PRA 2nd Pay Application - Jordan
 - c. PRA 3rd Pay Application - Jordan
 - d. Murphy Alley Abandonment - Jordan
 - e. Basketball Court – Jordan
 - f. Higgins Street Pump House VFD Replacement-Jordan
- 6. Staff Comments**
- 7. Announcement of the next meeting:**
 - a. July 26, 2022, at 5 PM
- 8. Adjournment**

Public Works Committee

Garbage | Sewer | Streets | Trees | Wastewater | Water | City Parks

Members

Jackie Greenwood (Chair) | John Henderson | John Skibsrud

PUBLIC WORKS COMMITTEE MINUTES

May 24, 2022, at 5PM | Council Chambers, City Hall.

Members Present: John Henderson, John Skibsrud, & Jackie Greenwood
Members Absent: None
Mayor: James Jess
CAO: Jordan Green
Council Member: None
Staff: Trent Freeman, Cyndi Thompson
Consultants: None
Guests: See Sign in Sheet

1. Call Meeting to Order

Chairperson Greenwood called the meeting to order at 5:00PM.

2. Approval of Minutes

a. April 26, 2022

Member Henderson motioned to approve the minutes as presented. Member Skibsrud seconded the motion. 2 Ayes, 0 Nos, 1 abstained. Motion passed.

3. Public Comment - Limit to Three Minutes Per Person

- a. Committee and council to support improvements at the WWTP and support keeping the street maintenance with the city plan and move forward with that plan.
- b. Public Comment asked if we investigated recycled plastic as a product used for our streets. This is something that is used and made in Norway.

4. Old Business

a. Citywide Sidewalk Repair - Trent

The original plan is for residents or business owners provide all the materials for a sidewalk and public works crew can provide the labor. Committee discussed the best way to make this work. Do we offer this to all city residents and business owners?

Member Skibsrud stated, public works crew could be too busy to provide labor for this project and should we proceed with this project.

Additional items discussed, public works hours/labor, contractors doing the work, application for residents and business owners for the project, Looking at the project list for this summer and come up with how many hours public works crew would have to this additional work. City will not pay for materials. Basic plan of how this project could work would be provided at the next meeting.

Member Henderson motioned to table Citywide Sidewalk Repair till more information is provided by staff. Member Skibsrud seconded the motion. 3 Ayes, 0 Nos. Motion passed.

5. New Business

- a. Recommendation of Award Landfill Drying Beds – Trent

Recommendation award letter from Morrison & Maierle to MJD Contracting, LLC for \$209,650.00.

Member Skibsrud motion to approve the bid for MJD Contracting, LLC for \$209,650.00 and recommend to Finance. Member Henderson seconded the motion. 3 Ayes, 0 Nos. Motion passed.

- b. Recommendation of Award 2022 Street Maintenance Project – Trent

Recommendation award letter from Stahly Engineering to Hallow Contracting, Inc. for \$444,137.85 . The streets will be the roads on the west side of the river.

Member Henderson motioned to approve the bid for Hallow Contracting, Inc. for \$444,137.85 and recommend to Finance. Member Skibsrud seconded the motion. 3 Ayes, 0 Nos. Motion passed.

- c. Street Maintenance Resolution – John

Member Skibsrud motioned to have a referendum on Resolution 1339 on the November ballot. (no 2nd, motion died).

Jordan stated, this committee did table this subject till we got Finance and Public Health & Safety opinions. Finance has not made an opinion yet as Finance wanted the training from Stahly Engineering on the subject first and then have it brought back to Finance on June 6th.

Chairperson Greenwood motioned to table the subject till Finance has a chance to review on June 6th. Member Henderson seconded the motion. 3 Ayes, 0 Nos. Motion passed.

- d. Recreation Program Monthly Report – Sean or Jordan

Report accepted as presented. Future reports will be presented at the council meetings.

- e. Department of Public Works update - Trent

Trent summarized ongoing and completed projects. Report accepted as presented.

6. Committee Comments or Concerns:

- a. Member Skibsrud asked about Jaycee Cabin demolition.
- b. Member Skibsrud asked about the fire hydrants on Kentucky.

7. Announcement of the next meeting

- a. June 28, 2022, at 5pm.

8. Adjournment

- a. Meeting adjourned at 6:04pm.

Prepared by Cyndi Thompson, City Clerk

Jackie Greenwood, Chairman

Date

Public Works Committee

Garbage | Sewer | Streets | Trees | Wastewater | Water | City Parks

Members

Jackie Greenwood (Chair) | John Henderson | John Skibsrud



Contractor's Application for Payment No. 2

Application Period: 04/16/22 - 05/31/22 From (Contractor): H and H Contracting, Inc. Contract: MILWAUKEE ROUNDHOUSE CEGBRA FACILITY PASSENGER REFUELING AREA (PRA) 2021 SOIL REMOVAL ACTION Contractor's Project No.:	Application Date: 6/6/2022 Via (Engineer): Hydrometrics, Inc. Engineer's Project No.: 20009
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Application For Payment Change Order Summary

Approved Change Orders	Number	Additions	Deductions
	1	\$5,787.00	
	2	\$1,967.58	
	3	\$3,726.50	
	4	\$1,267.01	
TOTALS		\$12,748.09	
NET CHANGE BY CHANGE ORDERS		\$12,748.09	

1. ORIGINAL CONTRACT PRICE..... \$ 602,137.00
2. Net change by Change Orders..... \$ 12,748.09
3. Current Contract Price (Line 1 ± 2)..... \$ 74,895.09
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)..... \$ 445,913.30
5. RETAINAGE:
 - a. 10% X \$4,591.33 Work Completed..... \$ 4,591.33
 - b. X Stored Material..... \$
 - c. Total Retainage (Line 5.a + Line 5.b)..... \$ 4,591.33
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ 413,221.97
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ 229,193.57
8. AMOUNT DUE THIS APPLICATION..... \$ 12,128.40
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)..... \$ 234,730.03

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature: Virginia Hanson
 By: Virginia Hanson Date: 6/6/22

Payment of: \$ Twelve thousand, one hundred twenty eight dollars and 40/100
 (Line 8 or other - attach explanation of the other amount)

is recommended by: [Signature] (Date) 6/7/2022
 (Engineer)

Payment of: \$ _____
 (Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Date) _____
 (Owner)

Approved by: _____ (Date) _____
 Funding or Financing Entity (if applicable)

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):		MILWAUKEE ROUNDHOUSE CECRA FACILITY PASSENGER REFUELING AREA (PRA) 2021 SOIL REMOVAL ACTION										Application Number: 2	
Application Period:		04/16/22 - 05/31/22										Application Date: 6/6/2022	
Bid Item No.	Item Description	Contract Information						C	D	E	F		
		Item Quantity	Units	Unit Price	Total Value of Item (\$)	Estimated Quantity Installed	Value of Work Installed to Date				Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)
1	Mobilization, Bonding & General Requirements	1	LS	\$5,000.00	\$5,000.00	0.75	\$3,750.00				\$3,750.00	75.0%	\$1,250.00
2	Erosion & Sediment Control	1	LS	\$5,400.00	\$5,400.00	0.9	\$4,860.00				\$4,860.00	90.0%	\$540.00
3	Construction Facilities & Temporary Controls	1	LS	\$3,200.00	\$3,200.00	0.5	\$1,600.00				\$1,600.00	50.0%	\$1,600.00
4	Clear & Grub Vegetation & Debris Removal	1	LS	\$2,800.00	\$2,800.00	1	\$2,800.00				\$2,800.00	100.0%	\$0.00
5	Temporary Signage & Traffic Control	1	LS	\$2,500.00	\$2,500.00	0.8	\$2,000.00				\$2,000.00	80.0%	\$500.00
6	Strip & Stockpile Topsoil & Overburden	19	CY	\$30.00	\$570.00	19	\$570.00				\$570.00	100.0%	\$0.00
7	Excavate, Handle & Disposal of Contaminated Soil	783	CY	\$31.00	\$24,273.00	626.4	\$19,418.40				\$19,418.40	80.0%	\$4,854.60
8	Backfill Contaminated Soil Excavation Areas	656	CY	\$17.00	\$11,152.00	131.2	\$2,230.40				\$2,230.40	20.0%	\$8,921.60
9	Site Restoration	1.1	AC	\$3,000.00	\$3,300.00								\$3,300.00
10	Reconstruct Gravel Roads	146	CY	\$27.00	\$3,942.00	73	\$1,971.00				\$1,971.00	50.0%	\$1,971.00
A	Excavate, Handle & Disposal of EXCESS Contaminated Soil	78.3	CY	\$50.00	\$3,915.00	134.27	\$6,713.50				\$6,713.50	171.5%	-\$2,798.50
Totals					\$66,052.00		\$45,913.30				\$45,913.30	69.5%	\$20,138.70



Contractor's Application for Payment No. 3

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE	Application Period: 06/01/22 to 06/20/22	Application Date: 6/21/2022
To: City of Deer Lodge (Owner): MIDWAUKEE ROUNDHOUSE CECRA Project: FACILITY PASSENGER REFUELING AREA (PRA) 2021 SOIL REMOVAL ACTION	From (Contractor): H and H Contracting, Inc. Contract: MILWAUKEE ROUNDHOUSE CECRA FACILITY PASSENGER REFUELING AREA (PRA) 2021 SOIL REMOVAL ACTION	Via (Engineer): Hydrometrics, Inc.
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.: 20009

Application For Payment Change Order Summary

Approved Change Orders	Number	Additions	Deductions	
	1	\$5,787.00		\$62,137.00
	2	\$1,967.58		\$12,748.09
	3	\$3,726.50		\$74,885.09
	4	\$1,267.01		\$53,567.90
5. RETAINAGE:				
	a. 10% X	\$5,356.79	Work Completed.....	\$ 55,356.79
	b. X		Stored Material.....	\$
	c. Total Retainage (Line 5.a + Line 5.b)			\$ 55,356.79
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c) \$ 48,211.11				
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application) \$ 41,321.97				
8. AMOUNT DUE THIS APPLICATION \$ 66,889.14				
9. BALANCE TO FINISH, PLUS RETAINAGE				
				(Column G total on Progress Estimates + Line 5.c above)..... \$ 226,673.98
TOTALS		\$12,748.09		
NET CHANGE BY				\$12,748.09
CHANGE ORDERS				

Contractor's Certification The undersigned Contractor certifies, to the best of its knowledge, the following: (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.	Contractor Signature: <i>Virginia Hanson</i> By: <i>Virginia Hanson</i> Date: 6/21/22
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Payment of: \$ Six thousand eight hundred eighty nine dollars and 14/100..... (Line 8 or other - attach explanation of the other amount)	6/21/2022 (Date)
is recommended by: <i>M. Brooke</i> (Engineer)	(Date)
Payment of: \$ _____ (Line 8 or other - attach explanation of the other amount)	(Date)
is approved by: _____ (Owner)	(Date)
Approved by: _____ Funding or Financing Entity (if applicable)	(Date)

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):		MILWAUKEE ROUNDHOUSE CECPA FACILITY PASSENGER REFUELING AREA (PRA) 2021 SOIL REMOVAL ACTION										Application Number: 3	
Application Period:		06/01/22 to 06/20/22										Application Date: 6/21/2022	
Bid Item No.	Item Description	Contract Information			C	D	E	F					
		Item Quantity	Units	Unit Price				Total Value of Item (\$)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)
1	Mobilization, Bonding & General Requirements	1	LS	\$5,000.00	\$5,000.00	0.75	\$3,750.00		\$3,750.00	75.0%	\$1,250.00		
2	Erosion & Sediment Control	1	LS	\$5,400.00	\$5,400.00	0.9	\$4,860.00		\$4,860.00	90.0%	\$540.00		
3	Construction Facilities & Temporary Controls	1	LS	\$3,200.00	\$3,200.00	0.5	\$1,600.00		\$1,600.00	50.0%	\$1,600.00		
4	Clear & Grub Vegetation & Debris Removal	1	LS	\$2,800.00	\$2,800.00	1	\$2,800.00		\$2,800.00	100.0%			
5	Temporary Signage & Traffic Control	1	LS	\$2,500.00	\$2,500.00	0.8	\$2,000.00		\$2,000.00	80.0%	\$500.00		
6	Strip & Stockpile Topsoil & Overburden	19	CY	\$30.00	\$570.00	19	\$570.00		\$570.00	100.0%			
7	Excavate, Handle & Disposal of Contaminated Soil	783	CY	\$31.00	\$24,273.00	783	\$24,273.00		\$24,273.00	100.0%			
8	Backfill Contaminated Soil Excavation Areas	846.27	CY	\$17.00	\$14,386.59	131.2	\$2,230.40		\$2,230.40	15.5%	\$12,156.19		
9	Site Restoration	1.1	AC	\$3,300.00	\$3,300.00						\$3,300.00		
10	Reconstruct Gravel Roads	146	CY	\$27.00	\$3,942.00	73	\$1,971.00		\$1,971.00	50.0%	\$1,971.00		
A	Excavate, Handle & Disposal of EXCESS Contaminated Soil	190.27	CY	\$50.00	\$9,513.50	190.27	\$9,513.50		\$9,513.50	100.0%			
Totals					\$74,885.09		\$53,567.90		\$53,567.90	71.5%	\$21,317.19		

Mayor
James Jess
Chief Administrative Officer
Jordan Green
City Attorney
Peter Elverum
City Clerk
Cyndi Thompson
Compliance Officer



Montana's Undiscovered Treasure

300 MAIN STREET
DEER LODGE MT 59722-1057
406.846.2238

City Council
Dick Bauman
Joseph Callahan
Curt Fjelstad
Jackie Greenwood
John Henderson
Robert Kersch
John J. Molendyke
John Skibsrud

Public Works Superintendent
Trent Freeman
Treasurer
Stanley Glovan
Utility Billing Clerk
Gena Micu

REQUEST FOR ABANDONMENT OF CITY OWNED PROPERTY REPORT

Requested Abandonment: An approximately 125' by 30' alleyway between W. Milwaukee Ave and Van Gundy Ave at the address 517 Van Gundy Ave
Request by: Donald and Marie Murphy

Prepared by: Jordan Green – City of Deer Lodge Chief Administrative Officer
Prepared for: City of Deer Lodge Public Works Committee
June 28, 2022

Request:

Lewis Smith, on behalf of Donald and Marie Murphy of 517 Van Gundy Avenue, submitted a Request for Abandonment of City Owned Property to City Hall on May 13, 2022. The Murphy's request that the city abandon and deed to them the City alley right-of-way between West Milwaukee Avenue and Van Gundy Avenue that divides two properties they own (see exhibit below). The purpose of said abandonment request is to be able to aggregate the two parcels into one contiguous parcel of land. According to the Murphy's petition (see attached documentation), the alleyway has been fenced on both the north and south ends for many years and has never been used for public transportation since they have owned the property.

Site Analysis:

The alley right-of-way requested for abandonment is approximately 125 feet by 30 feet, travels north to south, and divides two parcels both owned by the Murphy's that have the shared address of 517 Van Gundy Avenue. The western parcel is described as the east 120' of Lot 1 of the Gerstacker subdivision, Section 32, Township 08N, Range 09W, and is classified as improved urban property. The eastern lot is described as the western half of Lot 2 of the Gerstacker subdivision, Section 32, Township 087N, Range 09W, as shown on Certificate of Survey 155, and is classified as vacant urban land. Both lots are zoned as R-2, Residential Single-family and Manufactured Homes District. The western lot holds the Murphy's home and is approximately 15,000 square feet. The eastern lot is approximately 12,500 square feet. No other parcel is adjacent to the alleyway requested for abandonment. As described in the petitioner's request, the right-of-way is not and has never been used for public transportation and is fenced on both the north and south ends. As shown on the satellite and street view imagery below, the alleyway is currently used as storage for property belonging to the Murphy's.



Exhibits showing location of proposed abandonment and the two lots of 517 Van Gundy Avenue. Street view is from West Milwaukee Avenue looking south into the properties.

Abandonment Analysis:

As there has been no historic use of the alley right-of-way for public transportation and the area has been historically fenced off, there would be no impact on City services, transportation, or future land use resulting from granting the abandonment. Currently, the right-of-way is not used for any water or service utilities. However, there is a streetlight directly to the north of the alleyway operated by Northwest Energy that is serviced by a power line that runs over the alleyway (see exhibit above). City Staff finds a potential conflict with the petitioner’s request and Northwest Energy due to access for this line, which would need to be resolved before the property could be abandoned.

Besides this potential conflict, City Staff finds no undue reason to deny the request based off current or potential uses of the property by the City. However, the approximately 3,750 square foot property is the property of the taxpayers of the City of Deer Lodge, and the City should require compensation for the abandonment of public land. Staff approximated a sell price of \$6,937.50 to be attached to the deed for the benefit of the Public Works Committee and the City Council to recoup the loss of the public property.

This sell price was calculated as an average of the value per square foot of adjacent properties. The adjacent properties were selected on Montana Cadastral, which specifies every property’s square footage. The 2022 appraisal of the land value for each property was divided by the number of square feet to calculate the value per square foot for each adjacent property. The average of these values was taken and applied to the square footage of the requested property abandonment. These calculations are shown below.

Adjacent Property	Square Feet	Land Taxable Value	Value/SF
East	12500	24246	1.940
West	15000	26384	1.759

Average value/SF	1.850
SF of Abandonment	3,750.00
Abandonment value	\$6,937.50

Staff Recommendation:

Staff recommends the abandonment of the City owned property described as the approximately 25’ by 130’ alley right-of-way between West Milwaukee Avenue and Van Gundy Avenue at the address 517 Van Gundy Avenue to the applicant **for the sale price of \$6,937.50.**

Staff also recommends the Public Works Committee and City Council require the petitioners to give to the City proof in writing from Northwest Energy that the proposed abandonment will have no impact on their ability to access the power line over the right-of-way before the abandonment is approved.

As the only adjacent property owners to the alleyway are the Murphy's, there is no requirement for them to get written support from adjacent property owners as required by §7-14-4114, MCA.

Requiring a different sale price is at the discretion of the Public Works Committee and City Council.

Upon recommendation by the Public Works Committee, the petition will be scheduled for a duly noticed public hearing before the City Council in accordance with §7-1-4127, MCA. All public notice fees will be paid by the applicant. Should the Council resolve to sell the property by a two-thirds vote as required by §7-8-4201(2)a, MCA, the applicant will be responsible for contracting a licensed surveyor to file a Certificate of Survey aggregating the properties and the abandoned right-of-way, as well as a Quitclaim deed with the Powell County Clerk and Recorder. These documents must be approved by the City and be in full adherence to City of Deer Lodge subdivision review exemption requirements. All surveyor, survey review, and filing fees will be the sole cost of the applicant.

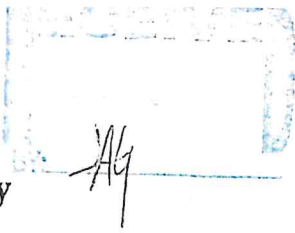
Signed,

A handwritten signature in black ink, appearing to read 'Jordan Green', written in a cursive style.

Jordan Green – Chief Administrative Officer

June 28, 2022

Request for Abandonment of City Owned Property



ABANDONMENT: "TO NO LONGER HAVE ANY RIGHT TO A PROPERTY"

The giving up of ownership and any present or future rights to real property by the lawful owner. Governing entities have the power to abandon publicly owned property if it is determined that the best interest of the public will be served by transferring ownership from the public sector to the private sector or from one entity to another. If abandonment is granted, the deed will be filed with the Powell County Clerk and Recorder.

Name of Applicant: Donald L. Murphy and Susan Marie Murphy
Address of Applicant: 517 Van Gundy, Deer Lodge, Mt. 59722
Telephone Number: (406) 491-1231 / 406 846-3880 (Attorney)
Property description of land requesting to be abandon: Alleyway between W. Milwaukee Ave. and Van Gundy. Divides Lots Land 2 of the Gerstacker Addition.
Ownership of adjoining property: 100% by Donald L. Murphy and Susan Marie Murphy

Letters that there are no objections to the abandonment must be received from at least 51% of adjoining property owners. See Petition signed by 100% of Owners.

Provide a site map indicating the property in question, with appropriate dimensions. See Attached.

The city is required to publish a public notice in the local newspaper twice prior to the council meeting that action will be taken.

[Signature] Attorney for Petitioners
Signature of Applicant

5-13-2022
Date

[Signature] JORDAN GREEN
Received by

5/13/22
Date

Forwarded to Public Works Committee on JUNE 28, 2022

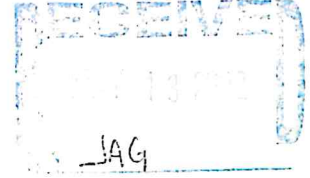
Note: Request will not be considered without proper information
Please allow at least four weeks lead time for preliminary review by the committee.
Advertising and filing fees will be billed to the applicant



Craig D. Charlton
Scott H. Clement
Lewis K. Smith, III
R. J. "Jim" Sewell, Jr., of Counsel

Massena Bullard (1850-1915)
J. Miller Smith, Sr. (1862-1934)
David R. Smith (1896-1956)
J. Miller Smith (1899-1969)
Paul W. Smith (1895-1976)
Chadwick H. Smith (1925-2007)

Attorneys at Law
26 West Sixth Avenue • P.O. Box 1691,
Helena, MT 59624 Telephone (406) 442-
2980 • Facsimile (406) 449-3817



May 13, 2022

Jordan Green
City Manager
City of Deer Lodge
300 Main St.
Deer Lodge, Montana 59722

Re: Petition to Abandon Alleyway

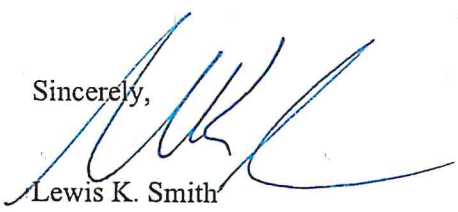
Dear Mr. Green:

I am writing on behalf of Don and Marie Murphy seeking to have the City of Deer Lodge abandon the alleyway between W. Milwaukee Ave. and Van Gundy Avenue. A copy of the Petition accompanies this letter. The Murphy's own al the land adjoining the alleyway on both sides and thus are the only signatures necessary for the Petition. Please contact me regarding any additional information or questions you may have regarding the Petition. If there is a fee for the petition please advise and I can get a check to you right away.

Please contact me if you have any questions regarding my request or need any further information or documents to comply with my request.

Thank you for your assistance.

Sincerely,



Lewis K. Smith
Smith Law Firm, P.C.

LKS/jc

LEWIS K. SMITH
SMITH LAW FIRM, P.C
P.O. BOX 1691
HELENA, MT. 59624-1691
406-846-3880

PETITION TO ABANDON ALLEYWAY

CITY OF DEER LODGE


SUBMITTED BY DONALD L. AND SUSAN MARIE MURPHY, PETITIONERS

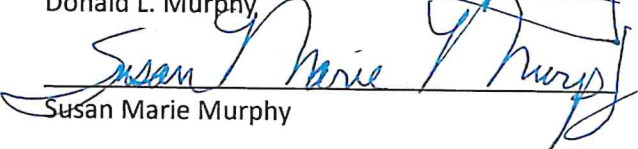
ALLEYWAY BETWEEN W. MILWAUKEE AVE. AND VAN GUNDY AVE.

1. Donald L. Murphy and Susan Marie Murphy are the owners of the East 120 feet of Lot 1 and the West half of Lot 2 of the Gerstacker Addition to the City of Deer Lodge, Montana, commonly known as 517 Van Gundy Ave.
2. The Lots are separated by a City alleyway running north and south from West Milwaukee Ave. to Van Gundy Ave. The Alleyway has been fenced on its north and south ends for many years and there is no approach off W. Milwaukee. Ave. The Alleyway has not been used for public transportation since the Murphy's have owned the property.
3. Petitioners are the owners of 100 % of the lots bordering the alleyway.
3. Petitioners petition the City of Deer Lodge to abandon the alleyway between Lots 1 and 2 of the Gerstacker Addition to the City of Deer Lodge.
4. Once a hearing date is set for the Petition, Petitioners will publish a Notice in the Silver State Post to run two consecutive weeks prior to the hearing.

This Petition is submitted pursuant to Mont. Code Ann. 87-14-4114 (2021).

DATED this 13 day of May, 2022.


Donald L. Murphy


Susan Marie Murphy



In Control, Inc.
10350 Jamestown St. NE
Blaine, MN 55449

PROPOSAL # QP22062401-01

To: City of Deer Lodge

Date: June 24, 2022

From: Cade Beeton

Valid: 45 days

Page: 1 of 3

Attn: Trent Freeman

Re: Higgins St. Well VFD

In Control, Inc. is pleased to provide our proposal for materials and services as part of the project referenced above. This proposal is based upon discussions with Trent Freeman and Steve Clayton during the site visit in June of 2022. This proposal includes the Higgins St. Well Variable Frequency Drive (VFD) replacement as well as the configuration of the VFD. The replacement VFD will be purchased and shipped to In Control where it will be configured for operation with the end users' specifications and then shipped to the end user. The end user is responsible for removal of existing VFD, installation of new VFD, and all wiring.

Proposed Materials and Services

Item 1 - Higgins St. Well VFD

In Control will furnish the following items with coordination and installation by electrical contractor and/or end user.

- A. ABB Inc. ACS 580 Series 7.5 HP VFD
- B. In-house powered checkout of VFD including initial programming configuration
- C. Remote phone support for final commissioning of VFD after installation

Proposal Summary

The price for all items above is \$2,622.00 USD net total excluding sales and use taxes. Freight is included, FOB shipping point.

TERMS: 50% upon order, 50% upon equipment shipment.

Our proposal specifically excludes the following:

- Removal, demolition or disposal of existing wiring, devices or equipment
- Field installation of equipment, enclosures, instrumentation or other products provided
- Fasteners or mounts, wire, raceway or fittings required for field installed products
- Termination of any field wiring such as line power, control signals, instrumentation, etc.
- Normal and customary items provided by a general or electrical contractor.
- Any equipment or services that are not defined in the scope of work detailed in this proposal.
- Shipping costs to locations other than the primary project site.

Thank you in advance for the consideration of our offer and for the opportunity to work together. Should you have any questions regarding this proposal, please contact me directly at your convenience. I look forward to hearing from you soon to secure and coordinate this project.

Best Regards,

Cade Beeton
 Technical Sales Engineer
 Mobile: 406.661.4795
 Office: 763.783.9500 x2002
 E-Mail: cade.beeton@incontrol.net

Bob Dietrich
 Estimator
 Mobile: 612.799.9017
 Office: 763.783.9500 x2004
 E-Mail: bob.dietrich@incontrol.net

ACCEPTANCE: To accept this proposal please return a signed copy with purchase order. Thank you!

Signature: _____

Purchase Order: _____

Print Name: _____

Date: _____

Title: _____

Proposal Number: QP22062401-01

Standard Terms and Conditions of Sale

These terms and conditions are in effect between the party ("Purchaser") issuing the purchase order ("Order") and In Control, Inc. ("In Control").

1. **ACCEPTANCE** – Acceptance of this Order will be in writing within 30 days of Order receipt, subject to approval of the Purchaser's credit by In Control and compliance with the acceptance criteria set forth herein. Upon acceptance, this Order will constitute the entire agreement between In Control and Purchaser, supersede all prior negotiations and discussions, and may not be modified or terminated except in writing signed by both Purchaser and In Control.
2. **TERMINATION** – Notification of termination of this Order shall be made in writing with 14 days notice. If Purchaser terminates this Order at no fault of In Control, Purchaser shall pay for services rendered at In Control's published rates, reimbursable expenses, and equipment ordered through the date of termination. This payment will also include a fee of 10% of the Order value to cover the expense of terminating the contract.
3. **ATTORNEY FEES** - If either party commences or is made a party to an action or proceeding to enforce or interpret this Order, the prevailing party in such action or proceeding will be entitled to recover from the other party all reasonable attorneys' fees, costs and expenses incurred in connection with such action or proceeding or any appeal or enforcement of any judgment.
4. **INDEMNIFICATION** - Purchaser will indemnify and hold harmless In Control from and against any and all claims, actions, proceedings, costs, expenses, losses and liability, including all reasonable attorneys' fees, costs and expenses, arising out of or in connection with or relating to any goods or services not furnished by In Control pursuant to this Order, including without limitation all product liability claims and any claims involving personal injury, death or property damage. The obligations set forth in this Section will survive the termination or fulfillment of this Order.
5. **LIMITATIONS OF LIABILITY** - In no event will In Control be liable in contract, tort, strict liability, warranty or otherwise, for any special, incidental or consequential damages, such as delay, disruption, loss of product, loss of anticipated profits or revenue, loss of use of the equipment or system, non-operation or increased expense of operation of other equipment or systems, cost of capital, or cost of purchase or replacement equipment systems or power. In particular, unless otherwise agreed to in writing between the Purchaser and In Control, In Control will not accept liquidated damages.
6. **FORCE MAJEURE** – In no event shall In Control be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, supply chain disruptions, accidents, acts of war or terrorism, civil or military disturbances, health crises, nuclear or natural catastrophes or acts of God, and interruptions of utilities, communications or computer services. It being understood that In Control shall use all commercially reasonable efforts to resume performance as soon as practicable under the circumstances.
7. **WARRANTY** - In Control warrants that the goods and services furnished will be of good quality, free from defects in material, design and workmanship will conform to the specifications and drawings and be suitable for their intended purpose. This warranty will be in force for eighteen (18) months after shipment or twelve (12) months from startup, whichever is shorter. Any remaining allotments for Purchaser or end owner/engineer-initiated changes and call-back expire with the warranty period and are not refundable. In Control reserves the right to terminate warranty should the Purchaser's account be in arrears.
8. **TRANSPORTATION** - Unless otherwise specified, all deliveries from In Control will be F.O.B. factory, freight prepaid.
9. **ESCALATION** – This Order is conditioned upon the ability of In Control to complete the work at present prices for material and at the existing scale of wages for labor. If In Control is, at any time during the term of the Order, unable to complete the work at the present prices and wages, then the Order sum shall be equitably adjusted by change order to compensate In Control for significant price increases, where a significant price increase is defined as a change of 10% or more between the date of quote and the date of applicable work.
10. **PAYMENT TERMS** - The payment terms are due upon invoice receipt. Any balance remaining over 31 days beyond the invoice date will be subject to a 2.0% monthly service fee until paid. Debit or credit card payment is accepted and subject to a 3.0% surcharge of the payment amount. Should a payment default occur In Control reserves the right to stop all work, including but not limited to startup of equipment. All reasonable attempts will be made between both parties to resolve the disputed portions of any invoice within the payment terms.
Order value will be invoiced in full upon shipment unless specific terms are described in the proposal. No retainage is allowed.
11. **NONWAIVER** - The failure by In Control to enforce at any time, or for any period of time, any of the provisions hereof will not be a waiver of such provisions nor the right of In Control thereafter to enforce each and every such provision.
12. **REMEDIES** - Remedies herein reserved to In Control will be cumulative and in addition to any other or further remedies provided in law or equity.